

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLYU.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Tennessee Football L.P.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☒ Limited Partnership
☐ Corporation-State Tennessee
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name: Bank of America, N.A.

Internal
Address: Bank of America Corporate Center

Street Address: 100 North Tyron Street

City: Charlotte State: NC Zip: 29255

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____
☒ Other National banking association

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other SEE ATTACHED

Execution Date: November 8, 2002

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 75/526545 75/526543
 75/526542 75/526641 75/526540 75/526539
 75/526538 75/526537

Additional number(s) attached ☒ Yes ☐ No 1066431

B. Trademark Registration No.(s) 1810712 1809126
 1228994 1225455 1069143 1066433

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Maria A. Lijoi, Esq.

Internal Address: Skadden, Arps, Slate, Meagher
 & Flom LLP

Street Address: Four Times Square

City: New York State: NY Zip: 10036-6522

6. Total number of applications and registrations involved: 31

7. Total fee (37 CFR 3.41).....\$ 790.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

19-2385 (Our Ref: 401530/252)

DO NOT USE THIS SPACE

9. Signature.

Maria A. Lijoi

Name of Person Signing



Signature

March 7, 2003

Date

Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

700025724

TRADEMARK
 REEL: 002616 FRAME: 0168

Continuation of Nature of Conveyance

3. Notice of Confirmation of Grant of Security Interest In Trademarks.

Continuation of Trademark Application No.(s)

4A. 75/526536
75/526535
75/526534
75/526533
75/526532
75/526531
75/526530
75/526529
75/526528
75/526527
75/295375
75/295165
75/219835
75/219133
75/219132
75/219131

NOTICE OF CONFIRMATION OF GRANT OF SECURITY INTEREST
IN TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to a Security Agreement, dated as of November 12, 1998, as amended, restated or otherwise modified (the "Security Agreement"), by and among Tennessee Football L.P. (the "Borrower") and Bank of America, N.A., acting as collateral agent for the Purchasers, the Bank Investors, Football Funding, and the Bank Lenders (each as defined in the Security Agreement; together, the "Secured Parties") (Bank of America, N.A. in its capacity as collateral agent and any successor in such capacity being hereinafter referred to as the "Collateral Agent"), the Borrower hereby confirms that it has granted to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in, and right of set off against, the Trademarks and Trade Names (as defined in the Security Agreement), including, without limitation, the trademark and service mark registrations and applications shown on the attached Schedule A hereto. The Borrower hereby confirms that it has acknowledged and agreed that the Collateral Agent (and with respect to rights of set-off, each of the Secured Parties) has and shall continue to have, for the ratable benefit of the Secured Parties, a continuing security interest in and right of set-off against any and all right, title and interest of the Borrower, whether now existing or hereafter acquired or arising, in and to the Trademarks and Trade Names, including, without limitation, the trademark and service mark registrations and applications shown on the attached Schedule A hereto.

The security interest in and to and right of set-off against the Trademarks and Trade Names, including, without limitation, the trademark and service mark registrations and applications set forth on Schedule A, is granted in accordance with the terms and conditions of the Security Agreement and can be terminated only in accordance with the terms of the Security Agreement.

Very truly yours,

TENNESSEE FOOTBALL L.P.
By Cumberland Football Management, Inc.
Its General Partner

By: 
Name: K. S. Adams, Jr.
Title: Chairman of the Board

Acknowledged and Accepted:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: _____
Name: Wm. Elliott McCabe
Title: Managing Director

The security interest in and to and right of set-off against the Trademarks and Trade Names, including, without limitation, the trademark and service mark registrations and applications set forth on Schedule A, is granted in accordance with the terms and conditions of the Security Agreement and can be terminated only in accordance with the terms of the Security Agreement.

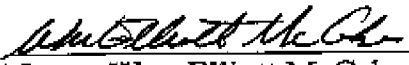
Very truly yours,

TENNESSEE FOOTBALL L.P.

By: _____
Name:
Title:

Acknowledged and Accepted:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: 
Name: Wm. Elliott McCabe
Title: Managing Director

STATE OF TEXAS

COUNTY OF HARRIS_____

I, Jorene Martin, a Notary Public of the County and State aforesaid, certify that K. S. Adams, Jr. personally came before me this day and acknowledged that he is the Chairman of the Board of Cumberland Football Management, Inc., the General Partner of Tennessee Football L.P., a Tennessee limited partnership, and that by authority duly given and as the act of the limited partnership, the foregoing instrument was signed by him in its name as Chairman of the Board of the General Partner.

WITNESS my hand and official stamp or seal, this 6th day of November, 2002.

Jorene Martin
Notary Public
My Commission Expires:



STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid, certify that _____, personally came before me this day and acknowledged that (s)he is _____ of Bank of America, N.A. and that by authority duly given and as the act of the association, the foregoing instrument was signed by him/her in its name as _____ of _____.

WITNESS my hand and official stamp or seal, this _____ day of November, 2002.

Notary Public
My Commission Expires:

(Notary Seal)

SCHEDULE A**I. FEDERAL REGISTRATIONS**

MARK	REG. / APP. NO.	REG. / APP. DATE	RECORD OWNER
HOUSTON OILERS	1,810,712	12/14/93	Houston Oilers, Inc.
HOUSTON OILERS	1,809,126	12/07/93	Houston Oilers, Inc.
7 and Design	1,228,994	3/01/83	The Houston Oilers, Inc.
7 and Design	1,225,455	1/25/83	The Houston Oilers, Inc.
HOUSTON OILERS	1,069,143	7/05/77	Houston Oilers, Inc.
OILERS	1,066,433	5/24/77	Houston Oilers, Inc.
OILERS (Stylized Letters)	1,066,431	5/24/77	Houston Oilers, Inc.
TENNESSEE PIONEERS	75-526,545	7/28/98	Tennessee Football, L.P.
TENNESSEE PIONEERS	75-526,543	7/28/98	Tennessee Football, L.P.
TENNESSEE PIONEERS	75-526,542	7/28/98	Tennessee Football, L.P.
TENNESSEE PIONEERS	75-526,541	7/28/98	Tennessee Football, L.P.
TENNESSEE TRADITION	75-526,540	7/28/98	Tennessee Football, L.P.
TENNESSEE TRADITION	75-526,539	7/28/98	Tennessee Football, L.P.
TENNESSEE TRADITION	75-526,538	7/28/98	Tennessee Football, L.P.
TENNESSEE TRADITION	75-526,537	7/28/98	Tennessee Football, L.P.
TENNESSEE FURY	75-526,536	7/28/98	Tennessee Football, L.P.
TENNESSEE FURY	75-526,535	7/28/98	Tennessee Football, L.P.
TENNESSEE WOLVES	75-526,534	7/28/98	Tennessee Football, L.P.
TENNESSEE WOLVES	75-526,533	7/28/98	Tennessee Football, L.P.
TENNESSEE VIPERS	75-526,532	7/28/98	Tennessee Football, L.P.
TENNESSEE VIPERS	75-526,531	7/28/98	Tennessee Football, L.P.
TENNESSEE COMMANDERS	75-526,530	7/28/98	Tennessee Football, L.P.
TENNESSEE COMMANDERS	75-526,529	7/28/98	Tennessee Football, L.P.
TENNESSEE PRESIDENTS	75-526,528	7/28/98	Tennessee Football, L.P.
TENNESSEE PRESIDENTS	75-526,527	7/28/98	Tennessee Football, L.P.
TENNESSEE OILERS INAUGURAL SEASON 97 and Design	75-295,375	5/20/97	Tennessee Football, L.P.
TENNESSEE OILERS INAUGURAL SEASON 97 and Design	75-295,165	5/20/97	Tennessee Football, L.P.
TENNESSEE OILERS	75-219,835	12/30/96	Tennessee Football, L.P.
TENNESSEE OILERS	75-219,133	12/27/96	Tennessee Football, L.P.
TENNESSEE OILERS	75-219,132	12/27/96	Tennessee Football, L.P.
TENNESSEE OILERS	75-219,131	12/27/96	Tennessee Football, L.P.

II. STATE REGISTRATIONS

MARK	STATE	REG. NO.	REG. DATE	RECORD OWNER(S)
HOUSTON OILERS and Design	Georgia	T13,253	12/30/93	Houston Oilers, Inc.

MARK	STATE	REG. NO.	REG. DATE	RECORD OWNER(S)
DESIGN ONLY	Georgia	T13,252	12/30/93	Houston Oilers, Inc.
HOUSTON OILERS and Design	Georgia	T13,251	12/30/93	Houston Oilers, Inc.
DESIGN ONLY	Georgia	T13,250	12/30/93	Houston Oilers, Inc.
HOUSTON BAD BOYS	Texas	49,987	1/15/90	Houston Oilers, Inc.
DESIGN ONLY	Texas	31,787	3/03/75	Houston Oilers, Inc.
DESIGN ONLY	Texas	31,734	2/03/75	Houston Oilers, Inc.
HOUSTON OILERS and Design	Texas	31,701	1/06/75	Houston Oilers, Inc.

III. CANADIAN REGISTRATIONS

MARK	REG. / APP. NO.	REG. / APP. DATE	RECORD OWNER
DESIGN ONLY	TMA350,307	1/20/89	Houston Oilers Inc.
DESIGN ONLY	TMA249,765	8/22/80	Houston Oilers, Inc.
HOUSTON OILERS	TMA249,488	8/15/80	Houston Oilers, Inc.